

JANITORIAL SERVICE CONTRACT

THIS AGREEMENT, made and entered into by and between the South Dakota Department of Labor (hereinafter referred to as the Agency) and BH Services, Inc., South Dakota (hereinafter referred to as the Contractor).

WHEREAS, the Agency desires certain services as hereinafter specified, and the Contractor has agreed to provide such services;

NOW, THEREFORE, in consideration of the promises, mutual agreements, and such other good and sufficient consideration as identified herein, the parties to this contract agree as follows:

1. The Agency hereby agrees to retain the contractor for services identified herein and the Contractor hereby accepts such retainer upon the terms and conditions hereinafter set forth.
2. The Contractor is retained by the Agency only for the purposes and extent set forth in this contract, and the Contractor's relationship to this Agency shall, during the period covered by this contract, be that of an independent contractor to a principal and the Contractor shall be free to dispose of his time as he sees fit during those hours which are not obligated hereunder to the Agency.
3. The contractor shall perform all the duties necessary in providing janitor service at 111 New York St., 107C, 109A, 403 East Blvd. N, as per janitor services specification schedule.
4. The term of this contract shall be from the 1st day of July 2010 to the 30th day of June 2011. This contract may be terminated by either party, the Department of Labor or the Contractor, upon thirty (30) days' written notice.
5. The Agency shall pay the Contractor the sum of \$ 2,726.19 at the end of each month for the performance of services identified in this contract. It is agreed this amount shall be the total compensation to the Contractor, and the Contractor shall not receive additional reimbursement for any expenses incurred in the performance of duties specified in this contract.
6. The Contractor agrees to hold harmless and indemnify the State of South Dakota, its officers, agents, and employees, from and against any and all actions, suits, damages, liability or other proceeding which may arise as a result of performing services hereunder. This section does not require the Contractor to be responsible for or

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defend against claims or damages arising solely from errors or omissions of the State, its officers, agents, or employees.

7. **The Contractor shall maintain occurrence based commercial general liability insurance or equivalent form with a limit of not less than \$100,000 each occurrence, a general aggregate limit of not less than \$200,000 and a products-completed operations aggregate of not less than \$100,000.**

If applicable the Contractor shall procure and maintain business liability automobile insurance, workers' compensation insurance and unemployment insurance as required by South Dakota Law.

Five days prior to commencement of work under this Agreement, the Contractor shall furnish the State with properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Agreement and provide that such insurance shall not be canceled, except on 30 days' prior written notice to the State. The Contractor shall furnish copies of insurance policies, if requested by the State.

8. This agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. This agreement will be terminated by the State if the Legislature fails to appropriate funds or grant expenditure authority. Termination for this reason is not a default by the State nor does it give rise to a claim against the State.
9. State unemployment insurance laws require that employers maintain records of employment and wages and provide this information, along with other reports as needed, to the Department. This information is confidential and unauthorized release is a Class 2 misdemeanor. The Department is subject to the federal Privacy Act, as records include social security numbers, and this Act provides civil and criminal penalties for unauthorized disclosure. Other federal confidentiality provisions also apply to records maintained concerning applicants and employers using Department of Labor or other Department programs.

CONTRACTOR

STATE OF SOUTH DAKOTA

Department of Labor

BH Services
Contractor Name

Lawn Wagner
Contractor Signature

Rapid City
Department of Labor Office

Perry K. Huts
Rapid City Department of Labor Manager

5-7-10
Date

Contractor Address:

11636 Concourse Ct.
Street or Box Number

Rapid City SD 57703
City State Zip

605-718-8423
Phone Number of Contractor

May 5, 2010
Date

BH Services
PO Box 2104
(Address: Where payment is to be sent
if different from above)

Street of Box Number

Rapid City SD 57709
City State Zip

Dick Flemmer
Dick Flemmer, Director of Admin. Services

05/10/2010
Date

GENERAL SPECIFICATIONS AND FREQUENCIES

INTRODUCTION

The following is the scope of work to be performed by (*BH Services, Inc.*) located at (*1636 Concourse Ct., Rapid City*), for the South Dakota Department of Labor, Rapid City (16,150 sq. ft.) 111 New York Street, Skills Development Center (2,100 sq. ft.) 109A New York Street, Annex (1,400 sq. ft.) 107C New York Street, and the Day Labor Office (1,000 sq. ft.) 403 East Blvd. North, Rapid City, South Dakota.

The above mentioned contractor shall provide all necessary equipment (vacuums, mops, scrubbers, buffers, waxers, cleaning cloths, rug cleaner, and all other equipment required to complete the specifics of the contract.)

The above mentioned contractor shall provide the following materials (floor wax, bowl cleaner, window cleaner, furniture polish, carpet spot cleaner, and all other materials required to complete the specifics of the contract.) The above mentioned contractor shall provide 2 (two) outdoor, covered dumpsters, one for each above location. Each dumpster shall be of adequate size to handle the volume of waste produced by each location with waste pick up as follows: 1) SD Department of Labor, 111 New York St. – One pick-up per week; 2) Day Labor Office, 403 East Blvd. N – One pick-up every other week. Accumulated waste materials are to be placed in the outside, covered dumpster, daily.

The South Dakota Department of Labor - Rapid City shall provide only the following materials (paper towels, toilet paper, hand soap, ice removal, salt, trash can liners, incandescent bulbs, and fluorescent bulbs.)

GENERAL SPECIFICATIONS

The contractor will perform the cleaning services as specified below five (5) days per week (preferred Monday through Friday), with the exception of holidays observed by the South Dakota Department of Labor - Rapid City. The work shall be performed after normal business hours (after 5:00 PM and before 7:00 AM), on a schedule provided by the contractor and approved by the South Dakota Department of Labor - Rapid City management.

1. LOBBY/RECEPTION/ENTRY WAY AREA

a. Floors:

- | | | |
|-----|--------------------|--|
| (1) | Vinyl/Tile: | Dust and damp mop daily
Scrub monthly with rugs removed
Buff quarterly
Strip, wax, and buff once a year |
| (2) | Carpet/throw rugs: | Vacuum daily
Clean spots and stains weekly |

b. Windows:

- | | | |
|-----|---------|----------------------------------|
| (1) | Blinds: | Dust daily |
| (2) | Glass: | Clean inside and outside monthly |
| (3) | Sills: | Dust daily |

c. Walls:

Clean spots, stains, and fingerprints daily
Dust partition tops and edges weekly

d. Pictures:

Dust monthly

1. LOBBY/RECEPTION/ENTRY WAY AREA (CONTINUED)

- e. Doors/Entry Areas:**
 - (1) Glass: Clean inside* and outside daily
(*Inside filmed areas, use mild soap & water only)
Dust sills daily
 - (2) Frames: Clean and disinfect daily
 - (3) Handles: Clean and disinfect daily
- f. Furniture:**
 - (1) Tables: Clean/wash daily
 - (2) Chairs: Clean weekly
 - (3) Desk tops: Clean daily
- g. Reception Desk:** Clean & disinfect counter top and front of reception desk daily
- h. Trash Receptacle:** Empty and clean receptacle daily; replace soiled, torn, or non-reusable liners daily
- i. Computer Pods:** Clean table tops daily
Dust partition tops and edges weekly
Dust and vacuum area under all desks daily

IMPORTANT: DO NOT CLEAN COMPUTERS, MONITORS, KEYBOARDS, OR PRINTERS

2. EMPLOYEE WORK AREAS (PODS)

- a. Carpet:** Vacuum exposed carpet daily (including under desks)
Clean spots & stains weekly
- b. Pod windows and partition glass:** Clean glass inside and outside semi-annually
Dust sills weekly
- c. Walls:** Clean spots, stains, and fingerprints daily
Dust partition tops and edges weekly
- d. Trash receptacles:** Empty and clean receptacles daily; replace soiled, torn, or non-reusable liners daily

3. ADMINISTRATIVE OFFICES AND RESOURCE ROOM

- a. Carpet:** Vacuum exposed carpet daily (including under desks)
Clean spots & stains weekly
- b. Exterior Windows:** Clean glass inside and outside semi-annually
Dust sills weekly
Dust blinds weekly
- c. Interior Windows:** Clean glass inside and outside weekly
Dust sills weekly
Dust blinds weekly

3. **ADMINISTRATIVE OFFICES AND RESOURCE ROOM (CONTINUED)**

- d. **Walls:** Clean spots, stains, and fingerprints daily
Dust partition tops and edges weekly
- e. **Furniture:**
 - (1) **Tables:** Clean and wash daily
 - (2) **Chairs:** Clean daily
- f. **Trash Receptacles:** Empty and clean receptacles daily; replace soiled, torn, or non-reusable liners daily

4. **ENCLOSED ROOMS:** HERITAGE ROOM, TESTING ROOM, CENTENNIAL ROOMS A & B, DAKOTA ROOM, BUSINESS SERVICES ROOM, BADLANDS ROOM, FILE ROOM AND STORAGE ROOM

- a. **Floors:**
 - (1) **Vinyl/Tile:** Dust mop weekly
Scrub monthly
Strip, wax, and buff once a year
 - (2) **Carpet:** Vacuum exposed carpet daily (including under desks)
Clean spots and stains weekly
- b. **Outer windows:** Clean inside and out semi-annually
Dust sills weekly
Dust blinds weekly
- c. **Walls:** Clean spots, stains, and fingerprints daily
Dust partition tops and edges weekly
- d. **Furniture:**
 - (1) **Tables:** Clean/wash daily
 - (2) **Chairs:** Clean weekly
 - (3) **Desk tops:** Clean daily
- e. **Trash Receptacles:** Empty and clean receptacles daily; replace soiled, torn, or non-reusable liners daily

5. **HALLWAY (PERMANENT WALLED AREAS)**

- a. **Carpet:** Vacuum daily
Clean spots and stains weekly
- b. **Walls:** Clean spots, stains, and fingerprints daily
Dust partition tops and edges weekly
- c. **Trash Receptacles:** Empty and clean receptacles daily; replace soiled, torn, or non-reusable liners daily

6. WALKWAYS (PARTITIONED TRAFFIC AREAS)

- a. **Floors:**
 - (1) Vinyl/Tile: Dust and damp mop daily
Scrub monthly with rugs removed
Buff quarterly
Strip, wax, and buff once a year
 - (2) Carpet/throw rugs: Vacuum daily
Clean spots and stains weekly
- b. **Windows:**
 - (1) Blinds: Dust daily
 - (2) Glass: Clean inside and outside monthly
 - (3) Sills: Dust daily
- c. **Walls:** Clean spots, stains, and fingerprints daily
Dust partition tops and edges weekly

7. EMPLOYEE ENTRY AND EXIT AREAS

- a. **Floors:**
 - (1) Vinyl Tile: Dust and damp mop daily
Scrub monthly with rugs removed
Buff quarterly
Strip, wax, and buff once a year
 - (2) Carpet/throw rugs: Vacuum daily
Clean carpet stains weekly
- b. **Walls:** Clean spots, stains, and fingerprints daily
- c. **Doors:** Clean door surfaces, handles, and frames daily
- d. **Water Fountains:** Clean, Disinfect, and remove mineral buildup daily
- e. **Trash Receptacles:** Empty and clean receptacles daily; replace soiled, torn, or non-reusable liners daily

8. RESTROOMS (INCLUDES SKILLS DEVELOPMENT CENTER, ANNEX, AND DAY LABOR)

- a. **Floors:** Dust and damp mop daily
Scrub monthly
Strip, wax, and buff once a year
- b. **Walls:** Clean spots, stains, and fingerprints daily
Wash and disinfect partition surfaces, tops, and edges daily
Remove graffiti, as needed, and report non-repairable damage to office management
- c. **Toilets:** Clean, sanitize, and disinfect daily
- d. **Urinals:** Clean, sanitize, and disinfect daily
- e. **Sinks:** Clean, sanitize, and disinfect daily

8. RESTROOMS (INCLUDES SKILLS DEVELOPMENT CENTER, ANNEX, AND DAY LABOR)
(CONTINUED)

- f. Mirrors:** Clean, sanitize, and disinfect daily
- g. Toilet Paper Dispensers:** Clean, sanitize, and disinfect daily
Fill as needed
Ensure sufficient quantity in dispensers for each new day
- h. Soap Dispensers:** Clean, sanitize, and disinfect daily
Fill as needed
Ensure sufficient quantity in dispensers for each new day
- i. Doors:** Clean door surfaces and handles daily
- j. Trash receptacles:** Empty and clean receptacles daily; replace soiled, torn, or non-reusable liners daily
- k. Ladies stall receptacles:** Clean and replace liner daily.

9. EMPLOYEE BREAK/REST AREA

- a. Floors:** Dust and damp mop daily
Scrub monthly
Strip, wax, and buff once a year
- b. Walls:** Clean spots, stains, and fingerprints daily
- c. Furniture:**
 - (1) Tables:** Clean/wash daily
 - (2) Chairs:** Clean weekly
- d. Trash receptacles:** Empty and clean receptacles daily; replace soiled, torn, or non-reusable liners daily

10. DAY LABOR OFFICE, SKILLS DEVELOPMENT CENTER, AND ANNEX
(ANNEX ONLY--THREE TIMES PER WEEK)

- a. Floors:**
 - (1) Vinyl/Tile:** Dust and damp mop daily
Clean around outside edges of furniture daily
Scrub and buff monthly with rugs removed
Buff quarterly
Strip and wax once a year
 - (2) Carpet/throw rugs:** Vacuum daily
Clean spots & stains weekly
- b. Windows:**
 - (1) Blinds:** Dust daily
 - (2) Glass:** Clean inside and outside monthly
 - (3) Sills:** Dust daily
- c. Walls:** Clean spots, stains, and fingerprints daily

Dust and clean partition tops, and edges weekly

10. **DAY LABOR OFFICE, SKILLS DEVELOPMENT CENTER, AND ANNEX**
(ANNEX ONLY--THREE TIMES PER WEEK) CONTINUED

- d. **Doors/Entry areas:** Clean door surfaces and handles daily
- e. **Furniture:**
 - (1) Tables: Clean/wash daily
 - (2) Chairs: Clean weekly
- f. **Computer pods:**
 - Clean table tops daily
 - Dust partition tops and edges weekly
 - Dust and vacuum area under all desks daily
- g. **Trash receptacles:** Empty and clean receptacles daily; replace soiled, torn, or non-reusable liners daily

11. **CEILING (ALL AREAS)**

- a. **Light Fixtures:**
 - Clean and remove debris as needed
 - Replace bulbs as needed
- b. **Air Vents:** Dust and wash vents quarterly

12. **EXTERIOR OF CONTRACTED BUILDINGS**

- a. **Snow removal:**

Before 7:00 A.M.
Snow removal (side walks only), is included in the contract price and will be done at no additional charge. Should the snow fall or drift to a depth exceeding 18 inches on the sidewalk area, snow removal will be done at the additional charge of \$65.00 per occurrence to be billed separately.

Snow removal from the front and sides of the building will be done, as needed, but prior to normal office or business hours.

Spreading of ice removal solution in front and sides of the building will be done on an as needed basis.
- b. **Exterior premises:**
 - Sweep exterior sidewalk areas as needed.
 - Pick up and dispose of trash, empty trash receptacles, cigarette butts, or other related items from all entrance and exit areas, around bushes, and entire area surrounding building twice a week.